

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO.06-135

ANNUAL REQUIREMENTS FOR TIRES AND TUBES

DATE: May 30, 2006

CONTRACT PERIOD: May 1, 2006 thru April 30, 2007

CONTRACTOR: Heartland Tire & Treads
501 N. W. 27th
Lincoln NE 68522

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7416

Company Representative: Brent Hennings
Telephone No.: 402-476-7200
FAX No.: 402-4393-2230
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HERE IN.

Per Specification and Contract Dated May 17, 2006

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #076391
Dated: 05/23/06

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
TIRES AND TUBES**

SPECIFICATION 06-135

Contractor:

**Heartland Tire & Treads
501 N. W. 27th
Lincoln, NE 68522**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 28th day of April 2006, by and between Heartland Tire & Treads, Inc., 501 NW. 27th, Lincoln, NE 685292 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For all labor, material and equipment necessary for Annual Requirements for Tires and Tubes
_____ and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

As per Specification and Proposal

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of the agreement is one year, May 1, 2006 through April 31, 2007; with options to renew for two additional one-year terms.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

** The following is an enumeration of the Plans, which are entitled:

Annual Requirements for Tires and Tubes, Specification 06-135

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Executive or No. _____
dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Name of Corporation

Secretary (SEAL)

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Company Name

Ongia

~~HEARTLAND TIRE & TUBE INC.~~

HEARTLAND TIRE & TUBE INC.

(P) INC.

PROPOSAL SPECIFICATION NO. 06-135

BID OPENING TIME: 12:00 NOON

DATE: April 19, 2006

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln and County of Lancaster for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City and the County the Below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE ANNUAL REQUIREMENTS FOR: TIRES AND TUBES

BIDDING SCHEDULE

1. Tire Manufacturer: BRIDGESTONE / FIRESTONE INC.
2. Net State Price List No. 7140, Dated 9-1-05
3. Discount Offered for tires not specifically addressed in the Bidding Schedule : Indicate % by group or attach discount schedule to this Proposal form.

3.1 Special High Performance (police pursuit)	<u>42</u> %
3.2 Passenger Vehicle (auto and light truck)	<u>18</u> %
3.3 Heavy Truck (class 6, 7 and 8 truck)	<u>15</u> %
3.4 Off-The-Road (earth mover, grader)	<u>0</u> %
3.5 Farm Specialty (ag. tractor)	<u>30</u> %
3.6 Others: <u>WINTERFORCE</u>	<u>8</u> %
4. Repair Service Charges:

	Reg. Time	/	After Hours
	<u>8 a.m. - 4:30 p.m. / Weekends, Holidays</u>		
4.1 Service Call - Round Trip:			
4.1.1 Automobile/Light Truck	\$ <u>30.00</u>		\$ <u>65⁰⁰ / 85⁰⁰</u>
4.1.2 Medium Truck	\$ <u>30.00</u>		\$ <u>65⁰⁰ / 85⁰⁰</u>
4.1.3 Industrial & Farm Tractor/ Trailer	\$ <u>30.00</u>		\$ <u>65⁰⁰ / 85⁰⁰</u>
4.1.4 Grader/Loader	\$ <u>30.00</u>		\$ <u>65⁰⁰ / 85⁰⁰</u>
4.1.5 Scraper	\$ <u>70.00</u>		\$ <u>100⁰⁰</u>
4.1.6 Off-the-Road Labor Rate	\$ <u>80.00</u> /Hr.		\$ <u>100⁰⁰</u> /Hr.
4.1.7 Other service or labor charges not listed above:			
<u>FUEL SURCHARGE</u>	\$ <u>N/C</u>		\$ _____
	\$ _____		\$ _____
4.2 Mileage Rate for Out-of-City:			
4.2.1 Automobile/Light Truck/ Medium Truck	<u>1.00</u> /Mi.		<u>1.00</u> /Mi.
4.2.2 Loader/Grader/Scraper	<u>1.00</u> /Mi.		<u>1.00</u> /Mi.

Company Name

~~CHRYSLER CREDIT CORP.~~

M

4. Repair Service Charges, cont.:

Reg. Time / After Hours

8 a.m. - 4:30 p.m. / Weekends, Holidays

4.3 Flat Repair, to include all labor, shop supplies and environmental charges; removal, repair and mounting:

4.3.1	Automobile/Light Truck	\$ <u>14.00</u>	\$ <u>14.00</u>
4.3.2	Medium Truck	\$ <u>25.00</u>	\$ <u>25.00</u>
4.3.3	Industrial & Farm Tractor/ Trailer	\$ <u>25.00</u>	\$ <u>25.00</u>
4.3.4	Grader/Loader *	<u>10</u> % Discount	
4.3.5	Scraper *	<u>10</u> % Discount	

* Attach Tire Repair Price Schedule for off-the-road tires.

4.4 Tire Rotation, remove wheel and place in different position on same piece of equipment:

4.4.1	Automobile/Light Truck	\$ <u>3.00 P.TIRE</u>	\$ <u>3.00 P.TIRE</u>
4.4.2	Medium Truck	\$ <u>8.00</u> ✓ ✓	\$ <u>8.00</u> ✓ ✓
4.4.3	Industrial Farm Tractor/ Trailer	\$ <u>40.00 P.TIRE</u>	\$ <u>40.00 P.TIRE</u>
4.4.4	Grader/Loader	\$ <u>80.00</u> /Hr.	\$ <u>80.00</u> /Hr.
4.4.5	Scraper	\$ <u>80.00</u> /Hr.	\$ <u>80.00</u> /Hr.

5. Complete the attached Bidding Schedule, which will be used in the bid evaluation process.

BID SECURITY REQUIRED:

Yes _____ Amount: _____

No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option:

Yes X

No _____

TERM PRICE CLAUSE: BIDDER MUST STATE(a) Bid prices firm for the full contract period: 5/06 ^{THRU 4-07}; or

(b) Bid prices subject to escalation/de-escalation: _____.

(c) If (b), state period for which prices will remain firm:

Through 4/07.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

X YES _____ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: BRENT HENNING
TITLE: STORE MANAGER
PHONE NO. 402-393-8900

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City/County, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPEC. 06-135

HEARTLAND TIRE & TREADS INC.

COMPANY NAME

501 N.W. 27 ST

STREET ADDRESS or P.O. BOX

LINCOLN, NE. 68522

CITY, STATE ZIP CODE

402-476-7200 402-393-2230

TELEPHONE No. FAX No.

NET 30

TERMS OF PAYMENT

Brent Henning

BY (Signature)

BRENT HENNING HENNING

(Print Name)

STORE MANAGER

(Title)

4-17-06

(Date)

1-DAY - NEXT DAY

ESTIMATED DELIVERY DAYS (After
receipt of individual orders)

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

The Intent to Award will be listed on the website when a recommendation is received from the Department.

SPECIFICATION NO. 06-135

BIDDING SCHEDULE

(FOR BID EVALUATION PURPOSES ONLY)

I HEREBY CERTIFY THAT: All tires indicated herein are original equipment (O.E.) level, or better, as pertains to each equipment group.

COMPANY NAME HEARTLAND TIRE & TRUCKS INC.
BY BRENT HANNAWS / Ken SAUSBURG

AUTO AND LIGHT TRUCK

Item No.	Ann. Tire Size	Manufacturer Trade Name	Contract Bid Price	Installation Charge	Balancing Charge	Installed Unit	Bid Price X Qty. = Total
1.	30 P195/70R14 All Season-SL	FIRESTONE FR380 148-138	37.60	3.00	7.00	47.60	1,428.00
2.	16 P185/60R15 All Season-SL	BRIDGESTONE RE92 001-573	39.85	3.00	7.00	49.85	797.60
3.	20 P215/60R15 All Season-SL	FIRESTONE LH30 107-549	50.85	3.00	7.00	60.85	1,217.00
4.	50 P215/65R15 All Season-SL	FIRESTONE FR380 061-957	48.95	3.00	7.00	58.95	2,947.50
5.	30 P235/75R15 All Season-XL	BRIDGESTONE SE200 026-036	57.25	3.00	7.00	67.25	2,017.50
6.*	12 P235/70R15-97V All Season	FIRESTONE PV41 069-869	61.30	3.00	7.00	71.30	855.60
7.*	450 P225/60R16-97V All Season	FIRESTONE PV41 067-911	61.30	3.00	7.00	71.30	32,085.00
8.*	80 P235/55R17-97V All Season	BRIDGESTONE ER300 069-369	138.00	3.00	7.00	148.00	11,840.00

* Indicates Special High Performance Speed Rated Tires

AUTO AND LIGHT TRUCK

Item No.	Ann. Tire Size	Manufacturer Trade Name	Contract Bid Price	Installation Charge	Balancing Charge	Installed Unit Bid Price	X Qty.	Total
9.	25 LT225/75R16 M/S LRE	Firestone Trans HT 189-667	<u>73.00</u>	<u>3.00</u>	<u>7.00</u>	<u>83.00</u>		<u>2,075.00</u>
10.	50 LT225/75R16 All Season LRE	Firestone Trans HT 189-752	<u>68.00</u>	<u>3.00</u>	<u>7.00</u>	<u>78.00</u>		<u>3,900.00</u>
11.	40 LT235/85R16 M/S LRE	Firestone Trans HT 189-633	<u>76.00</u>	<u>3.00</u>	<u>7.00</u>	<u>86.00</u>		<u>3,440.00</u>
12.	60 LT235/85R16 All Season LRE	Firestone Trans HT 189-718	<u>70.00</u>	<u>3.00</u>	<u>7.00</u>	<u>80.00</u>		<u>4,800.00</u>
13.	50 LT245/75R16 All Season LRE	Firestone Trans HT 189-769	<u>70.00</u>	<u>3.00</u>	<u>7.00</u>	<u>80.00</u>		<u>4,000.00</u>
14.	30 225/70R19.5 All Season LRF	Firestone F5580 160-716	<u>148.00</u>	<u>3.00</u>	<u>7.00</u>	<u>158.00</u>		<u>4,740.00</u>

HEAVY TRUCK

Item No.	Ann. Tire Size	Manufacturer Trade Name	Contract Bid Price	Installation Charge	Balancing Charge	Installed Unit Bid Price	X Qty.	Total
15.	75 11R22.5 Highway LRG	Firestone F5580 156-531	<u>215.00</u>	<u>15.00</u>	<u>15.00</u>	<u>245.00</u>		<u>18,375.00</u>
16.	125 11R22.5 Traction LRG	Firestone F0663 281-042	<u>220.00</u>	<u>15.00</u>	<u>15.00</u>	<u>250.00</u>		<u>31,250.00</u>
17.	75 11R22.5 Highway LRH	Firestone F5580 156-558	<u>220.00</u>	<u>15.00</u>	<u>15.00</u>	<u>250.00</u>		<u>18,750.00</u>
18.	125 11R22.5 Traction LRH	Firestone T831	<u>250.00</u>	<u>15.00</u>	<u>15.00</u>	<u>280.00</u>		<u>35,000.00</u>

HAFFELDT 11-11-11

GRADER

Item No.	Qty.	Ann. Tire Size	Manufacturer Trade Name	Contract Bid Price	Installation Charge	Balancing Charge	Installed Unit	Total
19.	40	14.00R24-1* Tubeless G2	<u>BRIDGESTONE VHT</u> <u>263-354</u>	<u>886.16</u>	<u>40.00</u>	<u>N/A</u>	<u>926.16</u>	<u>37,046.40</u>
20.	12	14.00-24-12 Ply Tubeless G2	<u>BRIDGESTONE S66</u> <u>425-214</u>	<u>405.77</u>	<u>40.00</u>	<u>N/A</u>	<u>445.77</u>	<u>5,349.24</u>

LOADER

Item No.	Qty.	Ann. Tire Size	Manufacturer Trade Name	Contract Bid Price	Installation Charge	Balancing Charge	Installed Unit	Total
21.	20	20.5-25-12 Ply Tubeless L2	<u>BRIDGESTONE S66</u> <u>405-175</u>	<u>901.11</u>	<u>80.00</u>	<u>N/A</u>	<u>981.11</u>	<u>19,602.20</u>
22.	10	19.5-24-12 Ply Tubeless R4				<u>N/A</u>		
23.	2	650/65R-1* Tubeless L3			<u>N/A</u>			

TRAILER

Item No.	Qty.	Ann. Tire Size	Manufacturer Trade Name	Contract Bid Price	Installation Charge	Balancing Charge	Installed Unit	Total
24.	20	ST225/75R15 Highway LRD						

SCRAPER

Item No.	Qty.	Ann. Tire Size	Manufacturer Trade Name	Contract Bid Price	Installation Charge	Balancing Charge	Installed Unit	Total
25.	2	33.25R25-2* Tubeless E3				<u>N/A</u>		

Total, Items 1 thru 25

\$ _____